

**FILE NO. 9709 Homeless Student Transportation Services;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 13, 2021.**

INVITATION FOR BID		If, at the time of the scheduled bid opening, City Hall is closed due to uncontrolled events such as fire, snow, ice, wind, or building evacuation, the bid opening will be postponed to the same time on the next normal business day. Bids will be accepted until that date and time. Call in No.: +1 857-264-0918 Conference ID: 800 529 519#
FILE #:	9709	
COMMODITY:	HOMELESS STUDENT TRANSPORTATION SERVICES	
NAME OF BIDDER:		
BIDDER'S FED. ID#:		

TO: Elizabeth Unger, Purchasing Agent PH: 617-349-4310
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned submits this sealed bid to provide the commodity or services identified above, described in the specifications herein and advertised in the **Cambridge Chronicle** on **Thursday, April 29, 2021** which is to be opened and publicly read at the Office of the Purchasing Agent, City Hall, 795 Massachusetts Ave., Room 303, Cambridge, MA 02139 by **11:00 a.m. on Thursday, May 13, 2021. This bid may be downloaded from the City's web site, www.cambridgema.gov/departments/purchasing, Current Bid Opportunities, View Invitation for Bids, File No. 9709.** **Parking is limited at this location. It is strongly recommended that the bids are mailed or delivered in advance of the due date and time. Late bids will not be accepted.**

The undersigned certifies that this bid is made without collusion with any other person, firm or corporation making any other bid or who otherwise would make a bid. The undersigned agrees to furnish the commodity or services in strict accordance with the bid documents, which consist of this Invitation for Bid and all attachments hereto. **"The submitted bid must be without conditions, exceptions or modifications to the bid document"**.

The envelope containing the bid must be labeled: "This envelope contains a bid for **File no. 9709 Homeless Student Transportation Services opened at 11:00 a.m. on Thursday, May 13, 2021. The bid and all documents submitted with it are public records.** Bids not sent by courier can be dropped off to a locked drop box located at the rear entrance of City Hall. The box will be checked at the scheduled submission deadline.

BIDS CAN BE DROPPED OFF IN THE GREY PURCHASING DROPBOX LOCATED AT THE REAR ENTRANCE OF CITY HALL.

This bid process and the award of the contract are made in conformity with M.G.L. c. 30B, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Invitation For Bid.

This bid includes addenda numbered:_____

SIGNATURE OF BIDDER:_____

TITLE OF SIGNATORY_____

ADDRESS OF BIDDER_____

TELEPHONE #_____ **FAX #**_____

EMAIL ADDRESS_____

Please check one of the following and insert the requested information:

☐ Corporation incorporated in the State of:_____

☐ Partnership. Names of partners:_____

☐ Individual:_____

NAME OF BIDDER:_____

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GENERAL TERMS AND CONDITIONS

LAWS:	All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.
EQUAL OPPORTUNITY:	The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph
TAXES:	Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.
QUANTITIES:	Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.
BID PRICES:	Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.
PAYMENT SCHEDULE:	Payment shall be in accordance with milestones specified in the scope of work. The City shall not prepay for goods or services.
DELIVERY AND PACKAGING:	Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be "inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted. Rejected material will be returned to the vendor at the vendor's expense.
MODIFICATION OF BIDS:	Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.
REJECTION OF BIDS:	The City reserves the right to reject any and all bids if it is in best interest of the City to do so.
AWARD OF CONTRACT:	Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.
INDEMNITY:	Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees
TERMINATION OF CONTRACT:	Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days' notice.
ASSIGNABILITY:	The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

MATERIAL SAFETY DATA SHEETS: Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

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CONTRACTOR'S INSURANCE OBLIGATIONS

Contractor must provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Named Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

- A. Owner's Protective Liability:
 - Each Occurrence \$1,000,000
 - Aggregate \$1,000,000
- B. Commercial Liability:
 - General Aggregate \$2,000,000
 - Products Completed Operations Aggregate \$1,000,000
 - Personal Injury and Advertising Limit \$1,000,000
 - Each Occurrence \$1,000,000
- C. Automotive-For all owned, non-owned, hired and leased vehicles:
 - Each Occurrence Combined Single Limit of \$1,000,000
 - Bodily injury - each person \$1,000,000
 - each accident \$1,000,000
 - Property damage-each occurrence \$1,000,000
- D. Umbrella:
 - Combined single limit \$2,000,000
 - General aggregate \$2,000,000
- E. WORKER'S COMPENSATION
 - Coverage A STATUTORY
 - Coverage B Each Accident \$1,000,000
 - Disease-Policy Limit \$1,000,000
 - Disease-Each Employee \$1,000,000

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

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TO: Elizabeth Unger, Purchasing Agent
795 Massachusetts Avenue, Room 303
Cambridge, MA 02139

The undersigned hereby proposes to provide all labor, materials, equipment necessary to provide the Homeless Student Transportation Services for the City of Cambridge all in accordance with the attached specifications and following proposal schedule.

One award will be made to the lowest responsive and responsible bidder providing the lowest price as a result of this Invitation for Bid.

A contract will be awarded within forty-five days of the bid opening, unless award date is extended by consent of all parties concerned.

Prior to the Bid opening, a bidder may correct, modify or withdraw its Bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope with a notation on the envelope indicating that it contains a modification or correction of the original Bid submitted for the particular commodity and indicating the date and time of the Bid opening.

A sample contract is attached hereto. The bidder must be willing to sign the City's contract. The City will not accept a bidder's terms & conditions.

The City reserves the right, in its discretion, to extend the life of the contract at any time.

Living Wage Requirements

The City of Cambridge has a Living Wage Requirement that establishes minimum hourly rates for all Personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2021 is \$16.65 per hour. The Living Wage Requirements are attached.

Wage Theft Prevention Certification

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide certifications or disclosures with their bids/proposals.

Failure to provide the certifications or disclosures shall result in rejection of the bid/proposal. Please see the **Wage Theft Prevention Certification form attached.**

Questions

Questions concerning this Invitation for Bid **must be submitted in writing and emailed to: purchasing@cambridgema.gov by 11:00 a.m. on Wednesday, May 5, 2021** An addendum will be posted to the Purchasing website notifying all bidders of the questions and answers. It is the responsibility of the bidder to check the website for any addenda. **Please check the website for any addenda before submitting your bid.**

Bid Results

The tab sheet and the contract award information will not be individually mailed to the bidders. A tab sheet with the bid results will be posted to the website soon after the bid opening. The tab sheet will include the "contract award" information as soon as it is determined.

Confidentiality and Public Records Law

All bids or other materials submitted by the vendor in response to this Invitation to Bid will be open for inspection by any person and in accordance with the Massachusetts Public Records Law.

Call-in conference call number and Bid Opening information

Bidders who wish to attend a bid opening can do so by telephone conference call. To attend, call **+1 857-264-0918**. When prompted, enter **Conference ID: 800 529 519#** Bids will be scanned and be available on request as soon as practicable after the opening.

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Scope of Services

I. General Information

The City of Cambridge/Cambridge Public Schools (referred to hereafter as CPS) intends to award a contract for the provision of transportation services to homeless school children of the City of Cambridge and displaced students who attend school in Cambridge in accordance with the provisions of the Laws of the Commonwealth of Massachusetts which oblige the School Departments of Cities and Towns to provide adequate transportation within the City of Cambridge as well as out of district under the terms of the federal McKinney-Vento Act.

Bidders must demonstrate the ability to meet the requirements specified in this document, including all of the Quality Requirements, and submit a complete bid.

The contract will be for a period of three (3) years, from July 1, 2021 to June 30, 2024. The award shall be contingent upon approval by the Cambridge School Committee. The performance of and payment for obligations for each year of this multi- year contract will be subject to the appropriation and availability of funds and the satisfactory performance of the vendor. In addition, the execution of a contract is contingent upon approval from the Cambridge City Council.

CPS reserves the right to use its own personnel and/or equipment to perform transportation services when deemed necessary or expedient and to award additional contracts for transportation services as deemed necessary.

The Contractor shall give personal attention to the performance of the contract and will not subcontract or assign the work under the contract in whole or in part without prior written approval of CPS. The Contractor shall furnish to CPS the name (or names) and phone number/s of personnel who will be responsible for coordinating transportation arrangements under the contract.

It will be the responsibility of the Contractor to adhere strictly to the directives of the CPS. Tardiness will not be tolerated and failure to provide services as agreed upon, except in extreme circumstances, may be considered a breach of contract and will be subject to appropriate action by CPS.

II. Scope of Services Overview

CPS will receive sealed bids for the provision of transportation services to homeless school children of the City of Cambridge and displaced students who attend school in Cambridge on behalf of the Cambridge Public Schools.

McKinney-Vento Transportation Services

Pupils from areas within and outside of the City of Cambridge are to be transported to and from various schools and facilities within and potentially outside Cambridge. These pupils may be of all ages and grades. All pupils will be picked up and dropped off at designated schools and addresses at appointed times. CPS will approve the bus schedules and routes in consultation with the Contractor.

The Cambridge Public schools are on a four to five tier bell schedule currently with AM arrival bell times between 7:45 and 8:55 and PM dismissal bell times between 1:55 and 3:55. All buses must drop students off 15-30 minutes before the final arrival bell in the AM, and all buses must be at the schools in the PM no later than 5 minutes before dismissal time and may not leave the school any earlier than 10 minutes after dismissal. CPS reserves the right to change the tiered bell system as necessary.

Outside of these school day hours, contractor may be asked to provide late runs to leave schools between the hours of 4:00 and 6:00 PM. Services to certain private schools with different bell times

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may also be required. Additionally, transportation may be required for a smaller subset of students in the summer months. Summer school start and end times vary.

CPS makes no representations or guarantees as to the number of students who will require transportation over the duration of the contract. The number of pupils must of necessity vary according to the need and no minimum or maximum can be established. The total number of students, the number of students attending each school, the number of students requiring pickup from any location, and combinations thereof may vary significantly. However, sample data indicating the number of children requiring transport under the district's homeless student transportation contract *in select months from the past four years* are attached in Appendix A.

While the COVID-19 pandemic has significantly disrupted student transportation at every level since March of 2020, it is our expectation that McKinney Vento transportation student numbers will return to pre-pandemic levels, when the number of students requiring transportation typically had ranged from 25-35. This data is intended to offer a representative sample of the variety of services that may be required under this contract. It is NOT a guarantee of services required.

Vendors are invited to consider how best to deploy their resources to fulfill the needs of the contract and bid a per-student price accordingly. Either vans or buses (or a combination thereof) are acceptable.

III. Vehicle Specifications

It shall be the Contractor's legal and financial responsibility to see that all vehicles and equipment and operation of the same conform through the duration of this contract to all requirements of the laws of the United States, the Commonwealth of Massachusetts, and the regulations of the State Registry of Motor Vehicles and/or the State Department of Public Utilities and/or any other federal or state agency having jurisdiction.

The Contractor shall agree to keep each vehicle in good appearance and in good working condition and to furnish at the Contractor's expense all necessary fuel, oil, grease, tires, and other supplies, as well as properly maintain and repair vehicles throughout the entire period of the contract. The Contractor shall procure and maintain all applicable permits, licenses, and approvals necessary for the performance of services under this contract at the Contractor's expense.

At no time during this contract shall any vehicle in service exceed six years old (current calendar year of Contract minus model year) or have more than 100,000 miles on the odometer. Upon the request of CPS, the Contractor will provide the age and odometer reading for any/all vehicles being used to provide CPS transportation services, as well as most recent inspection reports

Vehicles must be clean at all times and be kept free of noxious odors. The contractor will be expected to meet or exceed all cleaning and disinfecting standards required by the Cambridge School Committee, the Massachusetts Department of Education or any other state agency tasked with combating the spread of COVID-19 or any other disease. The current cleaning standards can be found in Appendix B, but are subject to change at any time.

A full list [see attached sample Equipment Description Form as Appendix C] of the vehicles to be used to fulfill this contract will be required from the Contractor before June 1 for every contract year. This list should be updated throughout the contract term as changes occur. Only equipment described in the required Equipment Description Forms or equivalent equipment as approved by CPS shall be used in the performance of this contracts. Reasonable rotation of approved equipment will be permitted. CPS reserves the right to reject any vehicle not meeting the specifications set forth above.

All required inspections, including those done by the Registry of Motor Vehicles and those mandated by Chapter 766 or other laws, performed on any vehicles used to fulfill the conditions of these contracts shall be at the Contractor's expense, and copies of all reports, summaries, checklists,

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corrective action required, and all other recommendations or findings communicated to the Contractor by the Registry of Motor Vehicles or other inspection agency shall be filed by the Contractor with the CPS Transportation Manager, 158 Spring Street, Cambridge, MA, 02141 within three (3) business days of their receipt by the Contractor.

In addition, CPS reserves the right to inspect any or all vehicles at any reasonable time. Furthermore, CPS shall have the right to schedule individual vehicles on a rotating or random basis for a third party inspection of major safety and comfort factors on a schedule of reasonable convenience to the Contractor, with the cost of such inspection to be met by CPS. Vehicles which are deemed not in compliance with applicable laws and/or the equipment specifications set forth in this document may not be used to provide transportation to pupils of the City of Cambridge and must be replaced or repaired.

IV. Technology-Related Requirements

Two-way Communication

All drivers transporting students must be in possession of a two-way radio device, provided by the Contractor and approved by CPS, capable of communicating from the vehicle to any necessary CPS personnel and emergency personnel (police, fire, ambulance) and reachable by CPS personnel at all times while the driver is on a job; no personal cell phones may substitute for this system. The Contractor must provide and maintain appropriate base station equipment at a location to receive and transmit messages to all of the vehicles used in fulfilling this contract. This base system must include a portable two way radio. Designated staff of the Contractor must be accessible at all times that vehicles are transporting students. In addition, CPS shall be furnished with a radio unit that connects to the Contractor's communication system, and includes a portable access end unit.

Cameras

The Contractor must provide that all vehicles used for transportation be equipped with visual/audio recording devices according to the following technical specifications and maintain these devices. The Contractor shall enable CPS to access data, including any necessary software or hardware, from the Transportation Office at CPS, to all activity that took place during any run on any vehicle, as needed.

All media data recorded on CPS transportation runs shall be confidential and remain the property of CPS, and will not be shared without express written permission from CPS. Each bus will bear a notice posted prominently on the front interior which states the following: NOTICE: AUDIO AND VIDEO RECORDING EQUIPMENT IS IN USE ON THIS VEHICLE.

Technical Specifications for Vehicle Video Camera System:

1. Camera
 - a. Hi Definition (HD) color cameras at 720p resolution or better.
 - b. At least four interior cameras in each **bus** aimed as follows:
 - i. Front facing the road.
 - ii. Front facing the driver and front door.
 - iii. Middle facing back.
 - iv. Front facing back.
 - c. At least two interior cameras in each **van** aimed as follows:
 - i. Front facing the driver.
 - ii. Front facing back.
 - d. Wide angle view capability.
 - e. Infrared night vision capability.

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2. Video Capture
 - a. On-board storage sufficient to capture and hold at least 30 days of footage from each camera.
 - b. Speed and position data included on recorded video track.
3. Server
 - a. Server configured as specified by the Camera provider.
 - b. Server hosted, secured and maintained by the Contractor.
 - c. Full and secure remote access to video data for designated CPS personnel.
 - d. Graphical User Interface for CPS personnel to access video data, and to execute bus video retrieval and download functions.
 - e. Ability for designated CPS personnel to select camera data and start and stop video frames for download and viewing.
 - f. Ability to export retrieved video segments in non-proprietary formats, such as AVI or MP4.
4. Data Transmission
 - a. Ability to physically remove and access video capture storage devices, and download the video data.
 - b. Wifi access points available at each bus yard to download video data.
 - c. Better than -65 dBm Wifi signal at all bus locations in the bus yards.
 - d. Secure Wifi transmission capability using WPA2 encryption.

Contractor GPS System

The Contractor shall enable CPS to access to the Contractor's GPS data, including any necessary software or hardware, from the Transportation Office at CPS to all activity that takes place during any run on any bus, as needed. This access is contingent upon the approval of the Cambridge City Council.

CPS Transportation Management System

Subject to the approval of the Cambridge City Council, all vehicles, as requested by CPS in accordance with the district's planned rollout, must be equipped with the hardware components of the district's new Transportation Management System. The system will be used for route planning, school bus tracking by GPS, and student tracking using RFID cards. System components have been sourced by CPS, will be installed by CPS designees, and will remain the property of CPS. The system will be piloted at select schools early in year one of the contract, with full implementation across all Regular Bus routes expected over the course of year one. CPS reserves the right to require that additional buses to be used for Field Trips and Athletics also be equipped (by CPS) with the system, although this is not anticipated to be required in the near-term.

With regard to the Transportation Management System, the Contractor shall:

- Facilitate and make buses available for secure installation of transportation management hardware, including:
 - GPS
 - RFID Reader
 - Driver Console
 - Security mounting devices
- Provide electrical and space for hardware installation.
- Report to the CPS Transportation Director, within 2 hours, any malfunction in the operation, mounting or security of bus-installed hardware.
- Report to the CPS Transportation Director immediately in the event of loss or theft of any bus-installed transportation management hardware.

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- Provide replacement hardware-installed and operational vehicles within 1 hour during active route hours whenever bus hardware malfunction is identified.
- Adhere to and enforce CPS operational and safety rules and procedures governing on boarding and disembarkation of students with respect to RFID sensing.
- Follow CPS procedures governing data communication via Driver Console and other means.
- Sign, as the contracting entity, the CPS Student Data Privacy Agreement [see attached Appendix D]. Contractor may be required to obtain from each bus driver an affidavit ensuring their compliance with the CPS Student Data Privacy Agreement.
- Ensure that all drivers are adequately trained in CPS hardware use and data procedures and adhere to them.
- Facilitate availability of all CPS drivers for operational training in use and care of installed hardware.

V. Personnel Specifications

It shall be the responsibility of the Contractor to hire personnel to operate and monitor, as requested, all vehicles. The Contractor shall employ all drivers and monitors, pay all salaries and benefits, screen, evaluate, train, supervise, and discharge drivers and monitors as necessary for the effective performance of this contract.

It is the obligation of the Contractor to ensure that operators and equipment meet the highest of standards possible for the transportation of each child. Therefore, it is to be understood and agreed that in fulfillment of this proposal the Contractor shall regularly assign only permanently employed, reliable, and carefully selected drivers and monitors.

The Contractor shall maintain a personnel file for each employee connected with the performance of this contract. The files shall include the history of each driver and monitor while in the employ of the Contractor. CPS reserves the right to examine the complete personnel file of any employee who is connected with the performance of this contract. All of the Contractor's personnel should be made aware of this fact by granting CPS their permission in writing to examine their personnel file before he or she begins work for CPS. The Contractor shall retain this written permission as part of the personnel file for each employee.

CPS reserves the right to require the Contractor to reject or remove any driver or monitor.

All drivers must be properly licensed and certified to operate school buses or vehicles in accordance with Commonwealth of Massachusetts regulations and be familiar with the law, rules, and regulations pertaining to the operation of school buses or other student transport vehicles. The Contractor shall ensure that all drivers and monitors have had a Criminal Offender Record Information (CORI) check and a Sex Offender Registry Information (SORI) check performed, as well as a fingerprint based criminal background check with satisfactory results and that their licenses and certificates are current before driving for CPS. The Contractor must provide CPS with written documentation attesting to the fact that a complete background check has been conducted and reviewed and is satisfactory for all drivers and monitors prior to their operating or monitoring any CPS vehicle. CPS may request documentation of licensing and/or school bus driver certificates as assurance and/or perform its own CORI/SORI/fingerprint based criminal background check on any driver or monitor working under this contract. . The cost of any such background checks shall be borne either by the Contractor or the individuals themselves and not by CPS

The Contractor must provide evidence of compliance with all state and/or federal requirements for drug and alcohol testing. The bid submission should provide information regarding company policy regarding substance abuse and company procedures for drug testing both for cause and at random.

All drivers and monitors must attend all required CPS trainings through the school year to be eligible to drive for Cambridge. Trainings will include but are not limited to orientation and safety trainings. The

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Contractor must inform CPS of any new drivers and new monitors hired after the beginning of the contract year, and any new drivers and monitors shall be required to undertake any of the aforementioned training he or she has missed at the soonest opportunity available. CPS will schedule make-up trainings for this purpose. The Transportation Director for CPS shall likewise be invited to all trainings held for drivers and monitors by the Contractor.

All drivers and monitors will be required to obtain a photo identification card supplied by CPS prior to transporting or riding with Cambridge students. All drivers and monitors will be supplied with one photo ID at no cost to the Contractor. Replacement IDs will be at the Contractor's expense in the amount of \$25 each. Drivers and monitors must be neat in appearance, and wear their photo IDs every day.

Prevailing Wage

Attention is called to the fact that no less than the minimum Prevailing Wage Rates as determined by the Department of Labor and Workforce Development, Division of Occupational Safety must be paid under this contract IF OR WHEN the following circumstances apply. The Prevailing Wage Rates are attached.

Prevailing wages apply to all drivers who operate school busses, including the transportation of students to and from school, special education transportation, school related athletic *events*, field trips, and all other school related activities. **The statutory definition of a school bus is any vehicle with seating for nine or more passengers.** If a vehicle, which has seating with more than eight passenger seats, but is modified by the *removal* of some seats so that the vehicle has eight or fewer seats, would still be considered a "school bus" under G.L. c. 90, and thus subject to the prevailing wage requirement included within G.L. c. 71, §7A. **If the vendor is using a vehicle not defined as a school bus by the state then prevailing wage does not apply.**

Monthly pay sheets shall be submitted to CPS for employees where prevailing wage is applicable.

Living Wage

The City of Cambridge also has a Living Wage Requirement that establishes minimum hourly rates for all personnel that work on any City contract. The City of Cambridge's Living Wage as of March 1, 2021 is \$16.65 per hour. [The Living Wage Requirements are attached.] The Contractor must meet or exceed the Living Wage as it may change during the term of the contract period or renewal.

Dispatch Requirements

The Contractor agrees to furnish an operations manager/dispatcher, to be readily available to work with CPS personnel on all transportation matters. This person shall be assigned to coordinate transportation arrangements under this contract, and to carry out the instructions of the Transportation Director or designee. This person shall be reachable at all times during CPS transportation hours of operation (7am to 6pm), assist in annual school bus routing, routing changes, and special transportation arrangements due to unforeseen circumstances. The Contractor shall work with CPS whenever and as often as they are needed to do so, assisting in matters pertaining to school bus transportation in which contract vehicles and or personnel are involved.

CPS reserves the right to require a replacement operations manager/dispatcher in the event of poor performance. Poor performance may include, but is not limited to, inadequate customer relations skills or lack of management skills.

The Contractor may not change or remove the operations manager/dispatcher without agreement in writing from the Chief Operations Officer or his designee.

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VI. Operational Specifications and Responsibilities

Annually CPS will provide the Contractor with a roster of students requiring homeless transportation for the upcoming contract year by June 1st. Contractor will complete the set up of all runs for the students on the initial list no later than 20 business days after receiving this list. Contractor shall notify families no later than three business days before the start of their scheduled pick up and drop off times and locations.

As new transportation requests are received throughout the year, Contractor will endeavor to set up transportation within 72 hours of the request from CPS. It will be considered unacceptable for any new setup to take more than 5 business days. In the events that it does, CPS may elect to levy a penalty of \$50 per day, per student, for days in excess of 5 business days. In addition, the Contractor shall submit weekly reports identifying which students are not set up and why.

On arrival at the point of pick up, the driver will beep once to notify the family of arrival. The driver will wait three (3) minutes, then beep a second time, and wait not more than one (1) additional minute. At that time, the driver should notify the dispatcher that the student has not arrived, and only then the driver should continue on their route.

Monthly reports of bus runs (am and pm) indicating the full name of students, drivers and monitors shall be provided to CPS with each monthly invoice. Invoice detail must include full address of the transported student.

The CPS Transportation Director shall be notified if a permanent change happens between monthly reporting cycles.

Cambridge presently has a four-tier schedule. Special Start Pre-School students may not travel with students in other grades unless the other passenger is a sibling of the Special Start Pre-School student. Drivers shall not be permitted to carry any person other than a monitor, school administrator, educator or parent/volunteer designated by a school administrator while carrying pupils unless authorized to do so by CPS. **Cumulative student time on a bus run must be limited to sixty minutes (60) in length in compliance with state regulations.**

In the event of an accident, the bus driver shall immediately notify the Dispatcher and the Dispatcher shall immediately notify the Transportation Office, the School Principal, and the Police Department.

The Contractor is required to submit in writing to the Transportation Department a preliminary written accident report to CPS no later than the close of the business day on which the accident occurred. For any accident occurring after the Contractor's business hours, the accident report shall be filed within two (2) hours of the opening of business the next day.

The Contractor shall submit a Commonwealth of Massachusetts Registry of Motor Vehicles Accident report to the Police Department and CPS within twenty-four (24) hours of an accident involving vehicles transporting students.

At the end of each contract year, or upon request, the Contractor shall submit a formal accident report summary from its insurance company covering the entire fleet. The insurance company report shall include the date of each accident, driver name, property damage, bodily injuries, preventable or nonpreventable status, claims outstanding, and current status.

If a student fails to show/call for transportation for three consecutive days, the Contractor shall contact the Transportation Department to determine whether the transportation should continue. Only the CPS Transportation office can authorize the discontinuation of transportation.

In the event that there is a substitute driver, or a change in pick up or drop off times, the Contractor shall be responsible for contacting the parents with this information in advance of pick up.

NAME OF BIDDER: _____

**FILE NO. 9709 Homeless Student Transportation Services;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 13, 2021.**

At no time may a student in grades K-2 or any student with an IEP be discharged from a vehicle without a designated adult present, unless otherwise previously arranged with the Cambridge Public Schools Transportation Department. Children under 12 years old may not sit in the front seat of any vehicle. In addition, monitors must be seated in the back with the student/s and not in the front seat. Drivers shall not be permitted to carry any person other than a monitor, school administrator, educator, or parent/volunteer designated by a school administrator while carrying pupils unless authorized to do so by CPS.

The Contractor will be notified by the Transportation director immediately by telephone when the decision to cancel school in Cambridge due to inclement weather or other emergencies has been made. The Contractor will provide the telephone number of a "back-up" person to contact in such instances. If CPS is closed, no students, in-city or out of city, will be transported. Contractor will be responsible for monitoring school closings for all other schools within their routes on days when CPS remains open. If a particular district from which students are transported is closed, the Contractor should not pick up those students. It is the responsibility of the Contractor to be aware of the state of school closings within their jurisdiction at all times. CPS will assume no responsibility, financially or otherwise, for vehicles when school is not in session because of vacations or the cancellation of sessions due to inclement weather.

VII. Invoicing

Under the terms of the McKinney-Vento Act, districts where homeless students reside and districts where homeless students attend school are required to share the cost of the students' transport equally (50/50), with some exceptions. When another district is responsible for half of the cost, the Contractor shall invoice CPS at 50% of the specified rate and directly invoice the other school district for their equivalent share. **The Contractor must directly invoice other school districts for their shares of the cost of transporting homeless students.** The CPS Transportation Department will inform the vendor of any exceptions to the 50/50 shared billing, and in those cases the vendor will bill CPS at 100%.

For those students who are supported by the Department of Children and Families (DCF), invoicing must be separated from non –DCF students, and presented on a different invoice with backup of the same level of detail as the regular McKinney-Vento transportation students. The CPS Transportation Department will provide a list of those students who are to be invoiced under DCF.

Invoices shall be billed monthly. Invoices must be submitted to Diane Johnson, Financial Manager of Facilities and Transportation at djohnson@cpsd.us and Tina Fisher, Transportation Director at tfisher@cpsd.us within 10 business days of the end of each billing period. All invoices submitted for payment shall be subject to review and audit by CPS.

All invoices must include detail which identifies the student transported, the school they attend, and the community to which or from which they are transported. For students transported to communities not listed on the bid pricing sheet, the invoice detail must also include the street address of the student where picked up and dropped off.

VIII. Pricing

The Contractor will be compensated based on the round-trip rates submitted on the attached price sheet. Payment shall be on a per student basis.

Rates should reflect the full cost of transportation, with the understanding that half shall be billed to CPS and half to another district in cases where the cost of transporting a student is shared. The low bidder will be determined based on the estimated trips per year. However, CPS makes no guarantee that the entire estimated amount of the contract will be expended in any given year. Payment will be based on actual students transported.

NAME OF BIDDER: _____

**FILE NO. 9709 Homeless Student Transportation Services;
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For cities/towns not specifically listed in the bid pricing sheet, the daily round trip distance between pickup and dropoff will be calculated using Google Maps and shall be billed at the applicable **flat rate** for that round-trip distance as submitted on the bid pricing sheet.

IX. Quality Requirements

A “NO” response or a failure to respond to any of the following Quality Requirements will result in a rejection of your bid. Circle Yes or No for each of the following requirements 1-11.

1. Bidder has a minimum of three (3) years providing transportation services of a similar size and scope to the services described in this bid. **YES NO**
2. Bidder agrees that none of the drivers for this contract have been convicted of driving under the influence within the last 5 years. **YES NO**
3. Bidder agrees to ensure that all drivers (including any new drivers for the duration of the contract) have had a CORI/SORI and fingerprinting check performed with satisfactory results prior to transporting Cambridge students and that their required licenses and certificates remain current. **YES NO**
4. Bidder agrees that all monitors (including any new monitors for the duration of the contract) will have a CORI/SORI and fingerprinting check performed by CPS with satisfactory results prior to riding with Cambridge students. **YES NO**
5. Bidder agrees to submit an equipment list in the format of the sample Equipment Description Form attached hereto to the Transportation Manager annually. Bidder also agrees to submit with the Equipment Description Forms proof of current registrations and inspections and to keep current all forms and documentation for each vehicle in utilization throughout the contract term. **YES NO**
6. Bidder agrees that fully functional, properly maintained, clean, and ample equipment with provisions to have spare (backup) vehicles and experienced substitute drivers will be provided to promptly cover emergencies. **YES NO**
7. Bidder agrees to equip all drivers with a communicating device, such as a two-way radio, that allows the driver to communicate with CPS and the administrative and operational staff of the Bidder. **YES NO**
8. Bidder agrees to equip all vehicles with a video/audio recording device system that meet CPS's technical specification requirements, maintain that system, and provide data access as needed. **YES NO**
9. Bidder agrees to allow CPS to install all hardware associated with the district's Transportation Management System, and to provide access as needed for the system's maintenance. **YES NO**
10. The submitted bid is without conditions, exceptions or modifications to this bid document. **YES NO**

NAME OF BIDDER:_____

**FILE NO. 9709 Homeless Student Transportation Services;
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11. In cases where the cost of transportation is shared between CPS and another district, Bidder agrees to invoice CPS at 50% of the rate specified in the rate sheet and directly invoice the other district for their equivalent share.

YES NO

Link: [Massachusetts Student Data Privacy Agreement](#)

Signature of Bidder:_____

Company name:_____

X. Bid Submission Requirements

1. Bidders shall submit a list of three references for which the bidder has supplied similar services. References shall include contact information including contact name, addresses and telephone numbers for each to inquire as to their satisfaction with the bidders' product and service. In addition, the City reserves the right to use itself as a reference, to contact references not listed and to otherwise perform its own due diligence when making a responsibility determination. CPS reserves the right to use itself as a reference. Bidder shall submit a letter designating a specific individual who will act as the primary point of contact with CPS, including a telephone number, e-mail address, and mailing address.

A bid maybe rejected on the basis of one or more references reporting less than excellent past performance.

1.	_____	_____	_____
	Contact Name	Address	Telephone No.
2.	_____	_____	_____
	Contact Name	Address	Telephone No.
3.	_____	_____	_____
	Contact Name	Address	Telephone No.

Bidders may use additional sheets if necessary

2. Bidder shall submit a comprehensive list of all cities or towns to whom they have provided transportation services during the last three (3) years. The list must include the contact name for the city/town, title, address, and telephone number.
3. Bidder shall submit a *Company Resume*, which will contain information relative to the organization of the bidder's transportation business including date of incorporation, organization, headquarters, field offices, size of work force, management structure, employee system, benefits, training programs, and union information.
4. Bidder shall list under organization all related transportation service corporations including parent, subsidiary, or others in which principals or senior officials in the bidding corporation have been officers for the past five (5) years.

NAME OF BIDDER:_____

**FILE NO. 9709 Homeless Student Transportation Services;
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5. Bidder shall submit the addresses of all bus yards to be used for CPS transportation services.
6. Bidder has included their drug and alcohol policy, including drug testing procedures.

Homeless Student Transportation

Example Service Needs

Data below show actual number of students served in the prior months indicated.

Data is intended to offer a representative sample of the variety of services that may be required under this contract. It is NOT a guarantee of services required.

Month of Service	Area Served (Outside of Cambridge)	# of Students
March 2021 COVID-19	Boston	8
	Brockton	0
	Framingham	0
	Lawrence	0
	Malden	0
	Medford	0
	Plymouth	0
	Revere	0
	Wilmington	0
	Woburn	0
	Total	8
December 2020 COVID-19	Boston	3
	Brockton	0
	Framingham	0
	Lynn	0
	Malden	0
	Medford	0
	Revere	0
	Wilmington	0
	Woburn	0
	Total	3
September 2020 COVID-19	Boston	0
	Brockton	0
	Framingham	0
	Lynn	0

NAME OF BIDDER:_____

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	Medford	0
	Revere	0
	Watertown	0
	Wilmington	0
	Woburn	0
	Total	0
June 2020	Boston	0
COVID-19	Haverill	0
	Malden	0
	Revere	0
	Saugus	0
	Total	0
March 2020	Boston	29
	Haverill	0
	Malden	0
	Revere	0
	Total	29
December 2019	Boston	24
	Haverill	0
	Malden	0
	Medford	0
	Revere	0
	Total	24
September 2019	Boston	23
	Cambridge only	4
	Framingham	2
	Everett	5
	Waltham	6
	Lynn	3
	Revere	4
	Total	47
March 2019	Boston	14
	Brockton	0
	Everett	3
	Framingham	2
	Lawrence	1

NAME OF BIDDER:_____

**FILE NO. 9709 Homeless Student Transportation Services;
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	Lincoln	2
	Lowell	1
	Lynn	1
	Waltham	3
	Plymouth	0
	Revere	2
	Wilmington	0
	Woburn	1
	Total	30

December 2018	Boston	12
	Brockton	0
	Framingham	1
	Lawerence	1
	Lynn	1
	Malden	0
	Medford	1
	Randolph	0
	Revere	2
	Saugus	0
	Waltham	3
	Wilmington	1
	Woburn	1
	Total	23

September 2018	Boston	22
	Brockton	0
	Framingham	2
	Lawerence	1
	Lynn	0
	Malden	0
	Medford	1
	Methuen	1
	Randolph	2
	Revere	1
	Saugus	0
	Waltham	2
	Wilmington	1
	Woburn	1
	Worcester	1
	Total	35

NAME OF BIDDER:_____

**FILE NO. 9709 Homeless Student Transportation Services;
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March 2018	Boston	20
	Brockton	3
	Framingham	0
	Lawerence	1
	Lynn	0
	Malden	0
	Medford	1
	Methuen	0
	Plymouth	1
	Randolph	0
	Revere	1
	Saugus	0
	Waltham	0
	Wilmington	1
	Woburn	1
	Worcester	0
	Total	29

Cleaning and disinfecting

Coordinate with the district transportation department and contracted transportation providers to ensure vehicles are properly cleaned and disinfected. ***At a minimum, high-touch surfaces (see examples below) must be cleaned and disinfected thoroughly after each morning route and after each afternoon route using EPA-approved disinfectants.^{i,ii}*** The interior of each vehicle must be cleaned and disinfected thoroughly at least once each day.

- **Clean high-touch surfaces first and most frequently**, including buttons, handholds, pull cords, window latches, rails, steering wheels, door handles, shift knobs, dashboard controls, and stanchions.ⁱⁱⁱ
- **Conduct thorough routine cleaning of vehicles**, including dusting and wet-mopping vehicle floors, removing trash, wiping heat and air conditioner vents, spot cleaning walls and seats, dusting horizontal surfaces, cleaning spills, etc.^{iv}
- **Routine cleaning outlined above should be completed prior to disinfection** to remove all surface matter.
- **Doors and windows should remain open when cleaning the vehicle.^v**
- **Staff should be trained to use disinfectants in a safe and effective manner** and to clean up potentially infectious materials and body fluid spills. All sanitizing and disinfecting solutions must be labeled properly to identify the contents and kept out of the reach of students.
- **Drivers and monitors should have adequate supplies** of soap, paper towels, tissues, hand sanitizer, garbage bags, and other critical cleaning supplies.

NAME OF BIDDER: _____

**FILE NO. 9709 Homeless Student Transportation Services;
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[illegible]

**FILE NO. 9709 Homeless Student Transportation Services;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 13, 2021.**

Price Proposal

One contract will be awarded to the responsive and responsible bidder offering the lowest grand total bid for the contract period. Rates should reflect the full cost of transportation, with the understanding that half shall be billed to CPS and half to the other district in cases where the cost of transporting a student is shared. Payment shall be on a per student basis.

Bidders must enter a rate and calculate cost in all boxes below for each year of the contract and grand total or the bid will be rejected as nonresponsive. The Contractor will be compensated based on the round-trip flat rates submitted.

Needs reflected below are ESTIMATES ONLY and apply to all years for the purposes of bidding. In any given year during the contract term, CPS may need to increase or decrease any of the estimated needs stated below. Any increase/decrease will be at the unit prices specified on this bid form.

Pricing for YEAR 1 - July 1, 2021 through June 30, 2022

		Estimated Rnd-Trips per Year		Rate per Student per Day, Round- Trip	=	Total Estimated Cost
Cambridge	Arlington	60	x		=	
Cambridge	Belmont	60	x		=	
Cambridge	Boston	4500	x		=	
Cambridge	Brockton	60	x		=	
Cambridge	Brookline	60	x		=	
Cambridge	Burlington	60	x		=	
Cambridge	Chelsea	60	x		=	
Cambridge	Everett	60	x		=	
Cambridge	Framingham	60	x		=	
Cambridge	Lawrence	60	x		=	
Cambridge	Lowell	60	x		=	
Cambridge	Lynn	60	x		=	
Cambridge	Malden	60	x		=	
Cambridge	Medford	60	x		=	
Cambridge	Milford	60	x		=	
Cambridge	Natick	60	x		=	
Cambridge	Plymouth	60	x		=	
Cambridge	Revere	60	x		=	
Cambridge	Somerville	60	x		=	
Cambridge	Waltham	60	x		=	
Cambridge	Watertown	60	x		=	
Cambridge	Wilmington	60	x		=	
Cambridge	Woburn	60	x		=	

**FILE NO. 9709 Homeless Student Transportation Services;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 13, 2021.**

The entries below are for cities/towns not listed above.

*Enter a **round trip flat rate** for each distance specified (NOT a per mile rate).*

Cambridge	< 10 miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	11-20 miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	21-30 miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	31-40 miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	41-50 miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	51-60 miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	61+ miles round-trip	60	x	<input type="text"/>	=	<input type="text"/>
				(Rate per Monitor)		
Monitor Rate, per day, round-trip		270	x	<input type="text"/>	=	<input type="text"/>
Total Price for Year 1						<input type="text"/>

Pricing for YEAR 2 - July 1, 2022 through June 30, 2023

		Estimated Rnd-Trips per Year		Rate per Student per Day, Round- Trip		Total Estimated Cost
Cambridge	Arlington	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Belmont	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Boston	4500	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Brockton	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Brookline	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Burlington	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Chelsea	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Everett	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Framingham	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Lawrence	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Lowell	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Lynn	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Malden	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Medford	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Milford	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Natick	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Plymouth	60	x	<input type="text"/>	=	<input type="text"/>
Cambridge	Revere	60	x	<input type="text"/>	=	<input type="text"/>

**FILE NO. 9709 Homeless Student Transportation Services;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 13, 2021.**

Cambridge	Somerville	60	x		=	
Cambridge	Waltham	60	x		=	
Cambridge	Watertown	60	x		=	
Cambridge	Wilmington	60	x		=	
Cambridge	Woburn	60	x		=	

The entries below are for cities/towns not listed above.

*Enter a **round trip flat rate** for each distance specified (NOT a per mile rate).*

Cambridge	< 10 miles round-trip	60	x		=	
Cambridge	11-20 miles round-trip	60	x		=	
Cambridge	21-30 miles round-trip	60	x		=	
Cambridge	31-40 miles round-trip	60	x		=	
Cambridge	41-50 miles round-trip	60	x		=	
Cambridge	51-60 miles round-trip	60	x		=	
Cambridge	61+ miles round-trip	60	x		=	

(Rate per Monitor)

Monitor Rate, per day, round-trip	270	x		=	
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Total Price for Year 2

Pricing for YEAR 3 - July 1, 2023 through June 30, 2024

		Estimated Rnd-Trips per Year		Rate per Student per Day, Round- Trip		Total Estimated Cost
Cambridge	Arlington	60	x		=	
Cambridge	Belmont	60	x		=	
Cambridge	Boston	4500	x		=	
Cambridge	Brockton	60	x		=	
Cambridge	Brookline	60	x		=	
Cambridge	Burlington	60	x		=	
Cambridge	Chelsea	60	x		=	
Cambridge	Everett	60	x		=	
Cambridge	Framingham	60	x		=	
Cambridge	Lawrence	60	x		=	
Cambridge	Lowell	60	x		=	
Cambridge	Lynn	60	x		=	
Cambridge	Malden	60	x		=	
Cambridge	Medford	60	x		=	

**FILE NO. 9709 Homeless Student Transportation Services;
SUBMIT INVITATION FOR BID PRIOR TO: 11:00 a.m. on Thursday, May 13, 2021.**

Cambridge	Milford	60	x		=	
Cambridge	Natick	60	x		=	
Cambridge	Plymouth	60	x		=	
Cambridge	Revere	60	x		=	
Cambridge	Somerville	60	x		=	
Cambridge	Waltham	60	x		=	
Cambridge	Watertown	60	x		=	
Cambridge	Wilmington	60	x		=	
Cambridge	Woburn	60	x		=	

The entries below are for cities/towns not listed above.

Enter a **round trip flat rate** for each distance specified (NOT a per mile rate).

Cambridge	< 10 miles round-trip	60	x		=	
Cambridge	11-20 miles round-trip	60	x		=	
Cambridge	21-30 miles round-trip	60	x		=	
Cambridge	31-40 miles round-trip	60	x		=	
Cambridge	41-50 miles round-trip	60	x		=	
Cambridge	51-60 miles round-trip	60	x		=	
Cambridge	61+ miles round-trip	60	x		=	

(Rate per Monitor)

Monitor Rate, per day, round-trip	270	x		=	
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Total Price for Year 3

GRAND TOTAL BID (Total Price Year 1 plus Year 2 plus Year 3)

Grand Total Bid in words

Signature of bidder

Name and Title (Printed)

NAME OF BIDDER: _____

**Americans With Disabilities Act (42 U.S.C. 12131)
Section 504 of the Rehabilitation Act of 1973
Tax Compliance/Anti-Collusion Statement
Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: _____

(Print Name of person signing bid)

(Signature & Title)

THIS FORM MUST BE SUBMITTED WITH YOUR BID

WAGE THEFT PREVENTION CERTIFICATION

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

Instructions for this form:

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

All vendors must certify that [check either box 1 or box 2, as applicable]:

1. ☐ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

OR

2. ☐ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

In addition, all vendors MUST CERTIFY EACH (CHECK ALL) of the following (3-5):

3. ☐ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

Continued on next page

4. ☐ Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.

5. ☐ Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

(Typed or printed name of person signing
Quotation, Bid or Proposal)

Signature

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

THIS FORM MUST BE SUBMITTED WITH YOUR BID

CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy.

All Vendors must check one of the three lines below.

1. _____ CORI checks are not performed on any Applicants.
2. _____ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. _____ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

(Typed or printed name of person signing
Quotation, Bid or Proposal)

Signature

(Name of Business)

NOTE:

The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.

Instructions for Completing CORI Compliance Form:

A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.

THIS FORM MUST BE SUBMITTED WITH YOUR BID

City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
 - (a) Relevance of the crime to the position sought;
 - (b) The nature of the work to be performed;
 - (c) Time since the conviction;
 - (d) Age of the candidate at the time of offense;

- (e) Seriousness and specific circumstances of the offense;
- (f) The number of offenses;
- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

ORDINANCE NUMBER 1376

Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.

City of Cambridge

In the Year Two Thousand and Fifteen

AN ORDINANCE

In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"

Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:

Chapter 2.121

LIVING WAGE ORDINANCE Sections:

2.121.010 Title and Purpose

2.121.020 Definitions

2.121.030 Living Wage

2.121.040 Waivers and Exceptions

2.121.050 Notification Requirements

2.121.060 Duties of covered Employers

2.121.070 Community Advisory Board

2.121.080 Enforcement

2.121.090 Severability

2.121.100 Effective Date

2.121.010 Title and Purpose.

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

2.121.020 Definitions.

For the purposes of this ordinance, the term:

(a) "Applicable Department" means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

(b) "Assistance" means:

(1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds,

Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of City owned land or buildings below market value; and

(2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.C. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.

(3) any service subcontract, as defined herein, of at least \$10,000.

(c) "Beneficiary" means:

(1) any person who is a recipient of Assistance;

(2) any company or person that is a tenant or sub-tenant, leaseholder or sub-

leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

(d) Covered Employer" means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

(e) "Covered Employee" means:

(1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and

(2) a person, other than a Covered Building Service Employee, employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

(f) "Living Wage" has the meaning stated in Section 2.121.030.

(g) "Person" means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

(h) "Service Contract" means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service contract" for the purposes of this definition.

(i) "Service Subcontract" means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a "service subcontract" for the purposes of this definition.

(j) "Covered Building Service Employee" means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

(k) "Building Services" or "Building Service Work" means work performed in connection with the cleaning of buildings and security guard services.

(l) "Covered Building Service Contract" means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

(m) "Covered Building Service Contractor" or "Covered Building Service Employer" means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

(n) "Standard Compensation" has the meaning stated in Section 2.121.040.

2.121.030 Living Wage.

(a) Applicability. Covered Employers shall pay no less than the Living Wage to their employees.

(b) Amount of wage. The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston-Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

(c) No reduction in collective bargaining wage rates. Nothing in this Chapter shall be

read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

(d) Cuts in non-wage benefits prohibited. No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

2.121.040 “Standard Compensation”

(a) Applicability. Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

(b) Standard Compensation shall include the standard hourly rate of pay for the relevant classification.

(c) Amount. (i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

- (1) The Living Wage rate as defined in 2.121.030; or
- (2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

- (1) The Living Wage rate as defined in 2.121.030; or
- (2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or
- (3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

- (1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or
- (2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

- (1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or
- (2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) “Standard Benefits for security guards” shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department

of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

2.121.050 Waivers and Exceptions.

(a) Waivers. A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

(b) General Waivers. Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

(c) Hardship Waivers for certain not-for-profit employers. An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

(d) Chapter 30B contract waivers. Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

(e) General Waiver Request Contents. All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

(f) Hardship Waiver Request Contents. All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and

(3) A statement of proposed wages below the Living Wage.

(g) Chapter 30B Contract Waiver Request Contents. A Chapter 30B contract waiver request shall include the following:

(1) The nature of the Assistance to which this Chapter applies;

(2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

(h) Community Advisory Board

review and recommendation regarding waiver requests. The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

(i) Terms of exceptions. If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

(j) Exceptions. The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

(1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;

(2) work-study or cooperative educational programs;

(3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.

(4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;

(5) positions where housing is provided by the employer;

(6) employees who are exempt from federal or state minimum wage requirements; and

(7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

2.121.060 Notification Requirements.

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

2.121.070 Duties of Covered Employers.

(a) Notification Requirements.

Covered employers and Covered Building Service Employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

- (1) notice of the Living Wage amount and notice of the Standard Compensation amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;

(4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

(b) Contract for Assistance. At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, or a Covered Building Service Contract, the contract must include the following:

(1) the name of the program or project under which the contract or subcontract is being awarded;

(2) a local contact name, address, and phone number for the Beneficiary;

(3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;

(4) a list of Covered Employees and Covered Building Service Employees under the contract with the employees' job titles;

(5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

(c) Maintenance of payroll records. Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

(d) Applicable Department duties. The Applicable Department shall cause investigations to be made as may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

(e) Covered Employer to cooperate. The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

(f) City Assistance Reports. Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

(g) Payroll reporting. Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

(h) Transitional Employment Period. The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

2.121.080 Community Advisory Board.

(a) Purpose. The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

(b) Composition. The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

(c) Meetings. The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

(d) Conflict of Interest. No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct

or indirect financial interest in the outcome of said proceeding.

2.121.090 Enforcement.

(a) Enforcement powers. In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

(b) Complaint procedures. An

employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department.

Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

(c) Investigations and hearings. The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies

the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

(d) Remedies. In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

(1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;

(2) Suspension of ongoing contract and subcontract payments;

(3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and

(4) Any other action deemed appropriate and within the discretion and authority of the city. Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

(e) Private right of action. Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

(f) Remedies herein non-exclusive. No remedy set forth in this Chapter is intended to be

exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

(g) Retaliation and discrimination barred. A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.

2.121.100 Severability.

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

2.121.110 Effective Date.

This law shall be effective sixty (60) after final passage.

In City Council December 21, 2015.

Passed to be ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0; Present 0.

Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez
City Clerk

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1st in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6% . Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61% Therefore the new living wage, as of March 1, 2015 is \$14.95.

For calendar year 2015 the CPI-U increased by .06% Therefore the new living wage, as of March 1, 2016 is \$15.04.

For calendar year 2016 the CPI-U increased by .1.47% Therefore the new living wage, as of March 1, 2017 is \$15.26.

For calendar year 2017 the CPI-U increased by .2.51% Therefore the new living wage, as of March 1, 2018 is \$15.64.

For calendar year 2018 the CPI-U increased by 3.29% Therefore the new living wage, as of March 1, 2019 is \$16.15.

For calendar year 2019 the CPI-U increased by 1.91% Therefore the new living wage, as of March 1, 2020 is \$16.46.

For calendar year 2020 the CPI-U increased by 1.13% Therefore the new living wage, as of March 1, 2021 is \$16.65.

**City of Cambridge
Articles of Agreement**

Commodity:
File Number:

This agreement is made and entered into this _____, by and between the **City of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and _____, existing under the laws of the State of _____ ("the Contractor").

Address:
Telephone, Fax, E-mail:

Article I. Definition. "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

Article II. Duration. The Contractor shall commence the performance of this contract for the period beginning on _____ and ending on _____.

Article III. Terms. The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

Contract Value: \$

Article IV. Payment. The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

Article V. Termination. The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

Article VI. Damages. From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

Article VII. Conflict. In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

Article VIII. Governing laws and ordinances. This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof.

Article IX. Performance Security. Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

Article X. Equal Opportunity. the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

Article XI. Assignability. the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

Article XII. Electronic Signatures. This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

In witness whereof, the parties have hereto and to three other identical instruments set their hands the day and year first above written.

The City:

The Contractor:

City Manager

Signature and Title

Purchasing Agent

Approved as to Form:

City Solicitor

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- ⁱ EPA, List N: Disinfectants for Use Against SARS-CoV-2 (COVID-19). (2020, June 17). Available at: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>
- ⁱⁱ CDC, Cleaning and Disinfection for Non-emergency Transport Vehicles. (2020, April 14). Available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/disinfecting-transport-vehicles.html>
- ⁱⁱⁱ Ibid.
- ^{iv} American Federation of Teachers, COVID-19 Resources for School Bus Personnel: Best Cleaning and Disinfecting Practices for Buses. (2020, March 23). Available at: https://www.aft.org/sites/default/files/covid19_info_buscleaning.pdf
- ^v CDC, Cleaning and Disinfection for Non-emergency Transport Vehicles. (2020, April 14). Available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/organizations/disinfecting-transport-vehicles.html>